

THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

Vol. 52 of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER will commence on November 2nd, 1907.

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The Solicitors' Journal and Weekly Reporter.

LONDON, SEPTEMBER 21, 1907.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

New Zealand's New Name.

BY ROYAL Proclamation of the 9th of September, 1907, recently gazetted, it is declared that the Colony of New Zealand is to be known as the Dominion of New Zealand. The change of name takes place on the 26th of September, 1907. This alteration in the official title of New Zealand, and the proclamation giving it effect, deserve more than passing attention. They are the more significant as coming in the year of the first "Imperial" Conference, and at a time when the Constitution of the Empire is being put to the test in Newfoundland and Canada. The terms of the proclamation itself should be noted. It is "given at our Court at Buckingham Palace"—not at Wellington—though made "on the petition of the members of the Legislative Council and House of Representatives of our Colony of New Zealand," and is issued "by and with the advice of our Privy Council." Instead of the self-governing colony of New Zealand assuming to have, as part of its independent power of legislation, authority and power to change its name by local Act of Parliament, the change is effected in London by the King in Council, and by the same formal machinery as would be employed in making any alteration in the constitution or titles of Crown colonies or protectorates—for instance, Lagos and Southern Nigeria in 1906. The present proclamation, and the change of title effected by it, thus become visible and important symbols of the unity of the Empire. The only autonomous territories in the overseas dominions that are still styled "colonies" are the four South African territories—Cape Colony, Natal, Transvaal, and Orange River Colony—and Newfoundland. The word "colony" will disappear in South Africa, as applied to autonomous territories, with the advent of federations. Newfoundland will then be the solitary self-governing and officially designated "colony."

The Implied Powers of a Company.

UNDER THE practice which has prevailed since the decision of the House of Lords in *Ashbury Railway Carriage Co. v. Riche* (L. R. 7 H. L. 653) it has been considered necessary—or at least very advisable—to state in great detail the objects of a limited company, and consequently the ordinary memorandum of association has grown to the formidable document which exhausts the alphabet with its long series of common form clauses. The practice is now too well established to be easily abandoned, but the decision of *Kekewich, J.*, in *Re Kingsbury Collieries (Limited) and Moore's Contract* (1907, 2 Ch. 259) shows that the omission of some of these clauses does not necessarily mean that the company cannot exercise the powers usually contained in them. In that case the company was a colliery company, and by its memorandum of association it was empowered to purchase or take on lease and to work certain coal mines, and to acquire real estate or any interest therein. But, while the company was empowered to sell coal and other products, there was no express

power to sell real estate. It acquired certain freehold land for building workmen's cottages, and subsequently contracted to sell the land to purchasers under an arrangement that the purchasers should build the cottages and lease them to the company. The purchasers raised the objection that the company had no power to sell the land, but it was overruled by KEKEWICH, J. There is no doubt that, as determined in *Ashbury Railway Carriage Co. v. Riche* (*supra*), the powers of a company formed under the Companies Acts are limited by its constitution. The fact of incorporation does not give it unlimited powers except where the contrary is shown; but it has only such powers as its constitution confers. These, however, need not be conferred expressly; it is sufficient if they are conferred by implication, and the learned judge held that a power to sell real estate was so conferred in the present case. It is obvious, indeed, that where a company has power to acquire real estate there should be power also to sell it. Otherwise the company would be compelled to keep the particular land purchased for all time, however desirable it might be to dispose of it, and it is not unreasonable to treat such a power as being impliedly required by the purposes of the company.

The Intestates' Estates Act, 1890.

THE DECISION OF KEKEWICH, J., in *Re Heath* (1907, 2 Ch. 270) is a striking illustration of the unexpected results which a statute may have. By section 1 of the Intestates' Estates Act, 1890, where a man dies intestate leaving a widow but no issue, and the net value of his real and personal estate does not exceed £500, the whole belongs to his widow. Sections 5 and 6 contain provisions as to the mode in which real and personal estate respectively are to be valued. Under section 5, the net value of an estate in fee simple is to be estimated on the basis of twenty years' purchase of the annual value at the date of the death of the intestate, less incumbrances, and this obviously contemplates only the valuation of an estate in possession. In the above case it was argued that estates in reversion were consequently excluded from the operation of the Act. An intestate, who left a widow but no issue, was at the date of his death in 1894 entitled to a contingent reversionary interest in real and personal property. This interest—which comprised his whole property with the exception of assets worth about £10—was at his death of no market value. In 1904 it fell into possession and was worth £3,500. If this was within section 1 of the Act, then it was property the net value of which at the death was less than £500, and it belonged to the widow absolutely. On the other hand, section 5 did not provide for its valuation, and, if that section was taken as covering all cases coming within the Act, this interest would be excluded. It is natural, however, to regard section 1 as defining the scope of the Act, and not to limit it by the administrative provisions of the later sections. These provide for valuation in particular cases, but there is no need to treat them as exclusive. KEKEWICH, J., held, accordingly, that the contingent reversionary interest was within section 1, provided its value at the date of the death did not exceed £500. In ascertaining this value section 5 did not apply, and hence it was necessary to have recourse to some other usual mode of valuing property. At the time of the death in September, 1894, the interest was not considered of any value, and was not in fact valued. In 1907 a skilled actuary made an affidavit stating that at that time it had no market value, but that it had some value which he estimated at £388. The learned judge accepted this evidence and made a declaration that the share of the intestate in the real and personal property in question vested absolutely in his widow for such estate and interest as he had therein.

Mines and the Redemption of Land Tax.

WHERE LAND tax in respect of certain lands has been redeemed and subsequently the mines beneath the lands are opened up and worked, it is important to ascertain whether the redemption extends to the mines as well as the surface, or whether it applies to the surface only, leaving the mines liable to a new assessment. This question has arisen in *Newton, Chambers, & Co. v. Hall* (1907, 2 K. B. 446) and has been determined by BRAY, J., in favour of exemption for the mines. Section 4 of the Land Tax Act, 1797, provides, indeed, for the assessment of "all and every manors, messuages, lands, and

tenements, and also all quarries, mines of coal, tin, and lead . . . and other mines . . . and all hereditaments, of what nature or kind soever they be," and this description applies also for the purpose of the Land Tax Perpetuation Act, 1798, now partly replaced by the Land Tax Redemption Act, 1802; but the description is not conclusive, since mines may be only assessable when they exist as a separate hereditament. In the present case certain lands were redeemed in 1800, the mines under them being then unopened, and the certificate of redemption referred to "lands" simply. The effect of a similar certificate upon land tax in respect of springs under the redeemed land was considered in *New River Co. v. Land Tax Commissioners for Hertford* (2 H. & N. 129), and it was held that the redemption covered the springs. "The redemption," it was said, "relieves the land and all its natural production and profits from further tax, although it may be that it was not known at the time of redemption that they existed." BRAY, J., considered this case as an authority in regard to mines, and held that a certificate of redemption as to lands covered unopened mines. "You must," he said, "construe the word 'lands' in redemption contracts as having its natural meaning, including everything down to the centre of the earth, unless at the time of redemption there is in existence a separate and distinct hereditament liable to be separately assessed; and if there is such a separate hereditament, all the circumstances of the case existing at the time of redemption must be looked at in order to see whether the intention of the certificate was that the surface only should be redeemed, or the land and everything beneath it."

The Federal Union of the South African Colonies.

THE DESIRE in South Africa for a united government, which shall settle political and administrative questions on the spot, instead of having them settled in Downing-street, is growing stronger; almost every day local politicians in South Africa make some reference to it, and some weeks ago a Blue-book was published on the subject of South African federation. The *raison d'être* of this publication is, of course, LORD SELBORNE's memorandum, in which, as High Commissioner of South Africa, he sketches the present situation and asks, What of the future? South Africa has, according to LORD SELBORNE's diagnosis, the alternative before her of either following the example of South America and becoming a congeries of warring States, or of following the example of North America and uniting into a nation. LORD SELBORNE's theory is that, if left much longer union may become impossible. He goes so far as to express the opinion that the Australian federation was only accomplished just in time, and that the union of the Australian Commonwealth is less complete than if it had been effected before each of the States had begun to grow into a nation. Canada's union is a more complete fusion because it was not left too long. There were thirteen self-governing colonies to bring into line in the case of the American union, whilst in South Africa there are only four. There are, however, special difficulties in the case of South Africa which make the details of the bargain to be driven between the four autonomous colonies very much more complicated. In LORD SELBORNE's paper there is an illuminating analogy drawn between the position of the Spanish control of the mouth of the Mississippi and the Portuguese geographical relation to the Transvaal with respect to railway traffic. WASHINGTON was prepared to cut canals to the ocean rather than risk any State seceding under the seductive influence of commercial advantages offered by the foreigner. One of the most enduring and visible results of a South African federation would be the formal recognition of Roman-Dutch law as the common law of an enormous and continuous tract of territory within the British Empire.

Must a Rich Man Pay More for His Goods than the Poor?

IT WAS BEEN laid down in a recent American decision that it was a misdirection, in an action by a medical practitioner for his fees, to tell the jury to take into consideration the defendant's wealth in adjusting the amount to which he was liable. Where work has been done, or goods supplied, without any express

stipulation to contract with wealth to hold enable because superior are convicted friends him, w in wea bill. keepers any one other r patrona who tra differen tourists facilitat proport that as privilege neighb Work TH p. 552), is of com under th the cou employe deemng croasd from the respond compens out of abandon was no evidence separate abandon Many p been co liberty t liability determin stances c in respo The La Born spheres the subj solution. importan amendm the Fede statute a subject Sooner o difficulty existing difficulty magnitud the ques practice the Hou Committ Bill, and In this c corporati

stipulation as to the price, it would be difficult for the plaintiff to contend that his charges varied with the wealth of the person with whom he contracted, for such a practice would surely be open to the objection of uncertainty. What is the standard of wealth? When do customers cease to be poor? He is entitled to hold himself out as dealing only with persons whose means enable them to pay more than their poorer brethren, either because he consults their convenience by supplying them with superior work or goods, or by occupying expensive premises which are conveniently situated in their neighbourhood. He may also on extraordinary occasions lower these charges for the benefit of friends or particular customers. But the law will scarcely allow him, when he has discovered that one of his customers is rolling in wealth, to double or treble the amount of the items in his bill. It is, however, commonly reported that certain hotel keepers and tradesmen raise their charges when they deal with any one who has a title, or keeps a man servant, or for some other reason can be supposed to be richer than those whose patronage is usually obtained by them. In like manner those who travel on the Continent must often hear that natives of the different countries pay lower prices than English and American tourists. These extortionate practices have no doubt been facilitated by the taste for exclusiveness which prevails in a fair proportion of the middle classes, but we may reasonably expect that as time goes on few people will be found who think it a privilege to pay higher prices for the same article than their neighbours.

Workmen's Compensation—Continuing Liabilities.

THE CASE of *Williams v. Vauxhall Colliery Co. (Limited)* (ante, p. 552), decided under the Workmen's Compensation Act, 1897, is of considerable importance to employers, and will apply equally under the new Act. A workman having sustained an injury in the course of his employment, by arrangement with his employers was paid compensation for twelve months, then, deeming himself cured, he returned to work at slightly increased wages, but nine months later died, as it was found, from the results of the original accident. The contention of the respondents in the proceedings taken by his widow to recover compensation was that the man had contracted himself out of the right to receive further compensation or had abandoned such right. The Court of Appeal held that there was no evidence of this; but also that, even had there been evidence, yet the right of the defendants to compensation was a separate and independent right which the workman could not abandon. The decision has an important bearing on insurance. Many policies contain a clause that after weekly payments have been continued for twelve months the insurers shall be at liberty to have a sum fixed representing the estimated capitalized liability of the insured, and thereupon their liability shall be determined. Under such a policy the assured, in the circumstances disclosed in the above case, might find himself uninsured in respect of subsequent claims for further compensation.

The Law of Corporations.

BORN IN the United Kingdom and in America—the two sister-spheres of the English common law—troublesome questions on the subject of corporations and their powers are calling for solution. In the United States the question is one of national importance, and will probably have to be solved by means of an amendment of the constitution. Under the written constitution the Federal Legislature has no express power to enact any general statute authorizing the creation of corporations which shall be subject only to federal law, as distinguished from state law. Sooner or later this power will have to be conferred, unless the difficulty be met by finding that it is really implied in the existing constitution. In the United Kingdom there is no difficulty at present of national importance, or very great magnitude, connected with corporations. In its way, however, the question of corporations carrying on medical and dental practice is distinctly troublesome. Two Bills were recently before the House of Lords, and were the subject of inquiry by a Select Committee—the Prohibition of Medical Practice by Companies Bill, and the Dental Companies (Restriction of Practice) Bill. In this case it is alleged that the facilities for the creation of corporations under the Companies Acts have been abused, and

in the public interest restriction seems necessary in order that the unqualified or undesirable medical or dental practitioner may not be able to shelter himself behind a corporate body. Jurisprudence will have to concern itself more and more with corporations, their status and proper function in the State, as society grows more and more complex.

Registered Dealings with Shares in Ships.

IT IS NOT likely that the principle of registration of title and registration of assurances will exclude the possibility of equitable dispositions of property, but where the principle is in operation it will probably be increasingly difficult to allow priority to equitable transactions over transactions which have been duly registered. An example of this is afforded by the recent case of *Barclay & Co. v. Poole* (1907, 2 Ch. 284) before SWINFEN EADY, J. There A. H. POOLE, the managing owner of a steamship, had mortgaged twenty-sixty-fourth shares of which he was the registered owner to his bankers, the plaintiffs, to secure his current account, but at his request the mortgage was not registered. Prior to the 8th of February, 1906, he had incurred debts on behalf of the ship and the owners to the amount of £483, and these he had left unpaid, although he had received £636 on account of the owners. In order to put the matter right he entered into an agreement on the 8th of February, 1906, with J. A. POOLE and R. EMMERSON, two other owners, by which they were to purchase his twenty shares at a price to be assessed, and which was subsequently assessed at £937. The agreement provided that the purchase-money should be applied by the purchasers, so far as necessary, in the payment of all moneys owing by the vendor to the owners or to the creditors of the ship, and the balance was to be paid to the vendor. The vendor was forthwith to execute a bill of sale of the shares to the purchasers. This bill of sale was executed on the date of the agreement and was registered on the 10th of February, 1906. At that time the purchasers had no notice of the plaintiffs' mortgage. The plaintiffs first heard of the transaction on the 14th of February, and on the following day they tendered their mortgage for registration, but registration was refused on the ground that the absolute bill of sale by the mortgagor had already been registered. On the same day the plaintiffs gave the purchasers notice of their mortgage, and warned them not to part with the purchase-money, and a few days later they commenced the action to enforce their mortgage against the shares, or, alternatively, against the proceeds of sale. Their claim exceeded £1,000. Before the action was heard the purchasers had paid the £636 for which the vendor was liable to the owners, and had satisfied out of this the ship's debts; there remained a balance of about £300 in their hands for which they were ready to account to the plaintiffs.

Under the above circumstances the question arose whether the plaintiffs had by virtue of their unregistered mortgage a claim to the purchase-money in priority to the rights in respect of its application which were conferred on the purchasers by the agreement; and this depended upon the effect to be given to the provisions of the Merchant Shipping Act, 1894, as to registered dealings with shares in ships. It will be remembered that the policy of the earlier Merchant Shipping Acts was to invalidate all dealings with ships, whether by way of sale or mortgage, which were not in the required form and duly registered, and it of course followed that notice of an unregistered agreement did not affect a subsequent registered transferee: *McCalmont v. Rankin* (2 D. M. & G. 403). There was, in fact, no distinction between equity and law. In order to get a title it was essential to obtain an effectual transfer at law. The case just referred to was decided on the Act of 1845, and although the Merchant Shipping Act, 1854, omitted the words rendering an unregistered transfer void, it was held in *Liverpool Borough Bank v. Turner* (1 J. & H. 159) that the legal effect was the same. Consequently an unregistered agreement was still ineffectual for all purposes. But the inconvenience of this policy was too great for the Legislature to persist in it, and the creation of equitable interests in ships was

expressly recognized by the Merchant Shipping Act, 1862. Subsequently to that statute, therefore, an unregistered mortgage had all the ordinary incidents of a mortgage save that it did not confer a legal title and was liable to be postponed to registered dealings: *Keith v. Burrows* (1 C. P. D. 722). And it was decided in *Black v. Williams* (1895, 1 Ch. 408), on the provisions of the Acts of 1854 and 1862, that this result was not altered by the fact that the registered dealing was entered into by a person who had notice of the prior unregistered mortgage.

The law as thus determined has been perpetuated by the Merchant Shipping Act, 1894. By section 33, where more mortgages than one are registered in respect of the same ship or share, the mortgagees, notwithstanding any express, implied, or constructive notice, are entitled to priority according to the date of registration; by section 56, no notice of any trust, express, implied, or constructive, is to be entered in the register, and, "subject to any rights and powers appearing by the register book to be vested in any other person, the registered owner of a ship or of a share therein shall have power absolutely to dispose, in manner in this Act provided, of the ship or share, and to give effectual receipts for any money paid or advanced by way of consideration." At the same time, without prejudice to the foregoing provisions in favour of registered dispositions, section 57 expressly recognizes that equitable interests may be created.

Having regard to these provisions, it was not disputed in *Barclay & Co. v. Poole* (*supra*) that the purchasers had acquired a valid title to the twenty shares which had been registered in their names; but it was contended that this did not touch the disposition of the purchase-money, and that, since it had not been paid over before the purchasers received notice of the plaintiffs' mortgage, they were not entitled to deal with it to the plaintiffs' prejudice. But in the way of this contention there was the provision of section 56, which we have just quoted. The registered owner has a statutory right to dispose of the ship and to give effectual receipts for the purchase-money. SWINFEN EADY, J., held that, if he could give such receipts, he could also validly contract as to the way in which the purchase-money was to be applied. The argument of the plaintiffs required that the agreement of the 8th of February, 1906, should be divided into two parts. It was good as far as the purchasers had acquired the shares and made themselves liable for the purchase-money; it was bad, as against the plaintiffs, so far as the purchasers had stipulated for the application of the purchase-money in a manner which would relieve them of liability for the ship's debts. This severance of the contract the learned judge would not allow. "This contract," he said, "is not severable into two parts. It is one entire contract, and the purchasers, having bought the shares and agreed to pay the purchase-money, a portion of which was to be applied for their benefit in a particular way, are entitled to insist upon the whole contract being carried out, and their right so to insist is an absolute right given by statute." The point is a nice one, but the decision of the learned judge appears to be in accordance with the policy of the Act of 1894.

Are Royal Mines Corporeal Hereditaments?

WHETHER the Crown's right to mines of gold and mines of silver—royal mines—is a corporeal or an incorporeal hereditament seems not to have been yet decided in England. The better opinion seems to be that royal mines should be classed as incorporeal hereditaments, that is, that the Crown has not the possession of the mines, but merely a right to enter the land where they lie and take them. The question, of course, remains open because gold and silver mines are comparatively rare in England, and in the few reported cases upon the subject the exact nature of the Crown's title to royal mines did not come up for decision; but, as will be seen later on, the question has been the subject of actual decision in the overseas dominions. The most recent case in the English reports is *Attorney-General v. Morgan* (1891, A. C. 432), and neither there nor in the *Case of Mines*

(Plowd. 310) is it laid down exactly how royal mines are to be considered as reserved to the Crown.

There are two available analogies with respect to the reservation or exception of mines and minerals in a grant or conveyance of land; if one of these analogies be followed in the case of the Crown's right to royal mines, this right will be a corporeal hereditament, and if the other be followed, the right will be an incorporeal hereditament. The first analogy is that of a conveyance of freehold land to a purchaser with a reservation to the vendor of the mines; the other is the analogy of the rights of the lord of the manor to the mines in the copyhold land of his tenant.

Prima facie a reservation to the vendor of freehold land, in his conveyance to the purchaser, of "mines" (as of coal, &c.) gives to the purchaser no property in the subsoil containing the coal, but the coal strata are separated from the strata above them; the coal strata remain the property of the vendor, and they remain in his possession, the land being simply divided into two parts laterally or horizontally, instead of being divided vertically as in the common case of an owner conveying part of his land: see *Batten Pooll v. Kennedy* (1907, 1 Ch. 256). In this case the "mines" remaining vested in the vendor are, of course, a corporeal hereditament, and the owner is to be considered as much in possession of his property as if the land extended to the surface. One consequence of the vendor having both property and possession will be that the vacant space left by removal of the coal, &c., will remain his property; his ownership includes both the minerals in the subsoil and the space left empty by their abstraction. The purchaser, on the other hand, in the case supposed, has neither property nor possession with respect to the coal strata, and the utmost right he could have as against the vendor with respect to these strata would be a right of support for the surface or upper strata: see *Humphries v. Brogden* (12 Q. B. 739).

In the case of copyhold land held in fee simple, *prima facie* the mines (coal, &c.) are the property of the lord of the manor, and so far the lord is in the position of the vendor of freehold land just referred to. The copyhold tenant, however, is not in the position of the freehold purchaser, for the copyholder has possession of the coal strata as well as the surface, and has all the remedies of a person in possession against trespassers; the lord would not, of course, be a trespasser if he took out the minerals by means of underground workings only: *Lewis v. Branthwaite* (2 Barn. & Ad. 137). The consequence is that on the lord's minerals being removed, the vacant space left by their removal belongs to the copyholder, and he holds this in fee simple along with the rest of the land: *Eardley v. Granville* (3 Ch. D., at p. 833). The lord's right to the minerals may therefore be called an incorporeal hereditament, as being a right *in re aliena*.

Is the freehold or copyhold analogy to be followed in the case of royal mines? If the freehold analogy be followed, and the Crown's prerogative right regarded as a corporeal hereditament, the Crown, and not the freeholder, must be taken to be in possession. In that case the freeholder would not have the remedies of a person in possession against trespassers. A further inconvenient result of the freehold analogy would be that a copper, tin, iron, or lead mine might turn out to be a gold mine, although not believed to be one at first: see *Attorney-General v. Morgan* (*supra*), and the statutes of William and Mary there cited. The freeholder would never be certain whether he was entitled to the ordinary possessory remedies against trespassers. These inconveniences afford a strong argument in favour of regarding the prerogative right of the Crown to royal mines as in the nature of an incorporeal hereditament, following the analogy of copyhold land and the lord's right to mines. The possession of the gold or silver-bearing strata will then be in the owner of the freehold, though the property in the gold and silver will be in the Crown.

This view has been adopted in Australia, and the Supreme Courts both of Victoria and Queensland have decided that a grant from the Crown of land in fee simple, though not passing the property in the gold to be found in the land, does give the grantee the possession of the subsoil. There seems to be

no reason why this view should not also prevail in the English Courts whenever the question arises for decision.

The Victorian case referred to (though there is more than one such case) is *Woolley v. Ironstone Hill Lead Gold Mining Co.* (1 V. L. R. 237). It was held by MOLESWORTH, J., that owners of private lands were entitled to an injunction against trespassers mining for gold in the plaintiffs' lands, though the gold belonged to the Crown.

The Queensland case referred to (and there is more than one) is *Plant v. Rolleston* (6 Q. L. J. 98). It was held by the full court that a grantee in fee from the Crown can maintain trespass against a person who removes gold without licence from the Crown, on the ground that the grantee in fee has possession of the whole of the subsoil, although the gold is the property of the Crown. A lengthy and instructive judgment was delivered by GRIFFITH, C.J. (now Chief Justice of the High Court of Australia), in which the analogy to copyhold mines was adopted in preference to the alternative analogy to freehold mines, and the inconveniences above referred to were forcibly pointed out.

"... the consequence of holding that royal mines in freehold lands were not in the possession of the grantee would be to introduce, in place of the certainty as to possession so much favoured by the common law, and endless confusion"; "The notion, indeed, of treating the prerogative right of the Crown to royal mines as a corporeal hereditament seems incongruous. I think that in principle the analogy between the respective rights of a copyholder and the lord in the case of mines lying under a copyhold, and the rights of the subject and the Crown in the case of royal mines lying under a freehold is complete, with the single exception of the right of the Crown in the latter case to enter and take the gold and silver—a right which has been for centuries in abeyance, if it still exists."

Reviews.

Encyclopædia of the Laws of England.

ENCYCLOPÆDIA OF THE LAWS OF ENGLAND. WITH FORMS AND PRECEDENTS. By the Most Eminent Legal Authorities. SECOND EDITION, REVISED AND ENLARGED. VOLUME V.: DOMINICAN REPUBLIC TO FACTORIES AND WORKSHOPS. Sweet & Maxwell (Limited); Wm. Green & Sons, Edinburgh.

This volume of the revised edition of the *Encyclopædia of the Laws of England* contains a considerable number of articles of first importance. "Education," "Elections," "Employers' Liability," "Estoppel," "Evidence," "Excise," and "Executors and Administrators" are among the subjects dealt with. The article on "Employers' Liability" explains in considerable detail the provisions of the Workmen's Compensation Act, 1906, and in particular it contains a section enumerating the classes of workmen included. The article is contributed by Judge Ruegg. The article on "Estoppel" naturally follows the classical division of the subject into estoppel by matter of record, by deed, and *in pais*, the third class containing the two heads of estoppel between landlord and tenant and estoppel by representation. The cases on this last point are numerous and important, and it is to the credit of the original author of the article, Mr. D. M. Kerly, and to its reviser, Mr. N. G. L. Child, that they have been arranged so concisely. They are brought down to the recent case of *Bank of England v. Cutler* (1907, 1 K. B. 889). The article on "Evidence," by Mr. J. G. Pease, also is a good example of detailed information well digested and concisely presented. Mr. O. W. Greenwood's article on "Executors and Administrators," revised by Mr. C. Johnston Edwards, gives in some forty pages the outline of this extensive subject, and the sections on "Sale by Executors under Charge of Debts" and "Appropriation," among many others, shew that the practitioner who refers to the article will find himself put very speedily on the path of recent authorities. To describe the whole volume is impossible, but we may refer in conclusion to Mr. J. D. Israel's interesting article on "Executory Interests," with its statement of the effect of *Whitby v. Mitchell* (44 Ch. D. 85), and to the article on "Execution" by Master Burney and Mr. F. A. Stringer. The volume attests the importance of the series to the practitioner.

Books of the Week.

The Law of Workmen's Compensation and Employers' Liability, comprising the Liability of an Employer at Common Law, the Fatal

Accidents Act, 1846, the Employers' Liability Act, 1880, and the Workmen's Compensation Act, 1906; with the Statutes Relating Thereto and the Cases Decided Upon the Words thereof; together with the Regulations of the Secretary of State and the Rules of Procedure and Forms. By WILLIAM ELLIS HILL, Barrister-at-Law. Waterlow & Sons (Limited).

Pitman's Bills, Cheques, and Notes: a Handbook for Business Men and Commercial Students; together with the Bills of Exchange Act, 1882, and the Bills of Exchange (Crossed Cheques) Act, 1906. Sir Isaac Pitman & Sons (Limited).

Transactions of the Medico-Legal Society for the year 1906-1907. Edited by R. HENSLÖWE WELLINGTON and STANLEY B. ATKINSON, M.A., M.B., Barristers-at-Law. Vol. IV. Baillière, Tindall, & Cox.

Roscoe's Digest of the Law of Evidence on the Trial of Actions at Nisi Prius. Eighteenth Edition. By MAURICE POWELL, M.A., Barrister-at-Law. In Two Vols. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Price 42s.

Correspondence.

Interest on Clients' Moneys.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—If solicitors have to be responsible for interest on all clients' moneys which they may receive, say, by small instalments, either direct from debtors themselves or through the county court, in what coin of the realm can the same be paid when, in many instances, it may possibly amount to a small fraction of a penny? And what about interest on the instalments paid into county courts before these are received by the solicitors—must the registrars account for this interest, or are they entitled to keep the same for their own use? If not, and it has to be accounted for to the Treasury, is the Treasury any more entitled to keep it than solicitors? SOLICITOR.

Sept. 11.

CASES OF THE WEEK.

Before the Vacation Judge.

CASTLE v. RANDT REEFS GOLD MINING CO. (LIM.). 18th Sept.

PRACTICE—SERVICE OF WRIT—SERVICE ON LIMITED COMPANY OUT OF THE JURISDICTION.

This was a motion to set aside the service of a writ upon the defendant company. The writ was issued on the 3rd of September, 1907, and served personally on the secretary in London. The defendants, who had appeared under protest, contended that the service should have been effected at the registered office in Dublin. The action was brought for the appointment of a receiver. [PARKER, J.—*Prima facie* service on the secretary was wrong; service should have been effected at the registered office.] Counsel for the plaintiff said that his case was that there was no registered office in Dublin. It was merely a registered address, not a registered office. The plaintiff was therefore entitled to effect service where he could. [PARKER, J.—That would be material on an application to serve out of the jurisdiction.] It is submitted that it is also material on this application. The plaintiff, by virtue of ord. 11, r. 1 (e), can serve out of the jurisdiction where "the action is founded on any breach or alleged breach within the jurisdiction of any contract wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction, unless the defendant is domiciled or ordinarily resident in Ireland." [PARKER, J.—That rule only applies where there is no statutory provision.] The only statutory provision here is section 62 of the Companies Act, 1862, which provides that: "Any summons, notice, order, or other document required to be served upon the company may be served by leaving the same or sending it through the post in a prepaid letter addressed to the company at their registered office." That is optional. In *Wood v. Anderson Foundry Co.* (1888, 36 W. R. 918), *Logan v. Bank of Scotland* (1904, 2 K. B. 495) there was a registered office out of the jurisdiction. Here there is no registered office. He also referred to Buckley on Companies (8th ed.), p. 237. He read an affidavit of the plaintiff, who said that on the 2nd of September, 1907, he called at 22, South Frederick-street, Dublin, which was the address which the secretary of the company said was the registered office. He there saw a young woman who was in the employ of the Yost Typewriting Co. That company occupied the office. The young woman told him that she knew nothing about the defendant company, that the Yost Co. took in letters for the defendants, and that he had better see the manager of the Yost Co. Upon his asking whether there was any notice up about the defendant company, his informant said she was unable to find it, and suggested that someone had taken it away or that it had fallen down. He was unable to find the name of the company anywhere. Counsel for the defendants read an affidavit of Mr. Briggs, the secretary of the company. He relied on the fact that there had been no order for service out of the jurisdiction. It was clear from the case of *Logan v. Bank of Scotland* (*supra*) that a company must be served at its registered office.

PARKER, J.—On the affidavits read I should be disposed to give leave for service out of the jurisdiction under ord. 11, r. 1 (c). On the defendants consenting to treat this as a motion to discharge, and for leave for service out of the jurisdiction, the plaintiff may serve out of the jurisdiction, with liberty to the defendants to object to the service. I direct that the whole matter shall stand over for a fortnight.—**COUNSEL, R. J. Willis; Whittaker. SOLICITORS, Geo. Castle; Maxwell & Dampney.**

[Reported by W. VALENTINE BALL, Barrister-at-Law.]

Obituary.

Mr. F. Stallard.

We regret to announce the death, on Saturday last, of Mr. Frederick Stallard, barrister-at-law, in his seventy-ninth year. He was the son of Mr. William Stallard, of the Blanquettes, Worcestershire; was educated at Trinity College, Cambridge, and was called to the bar in 1852. He attained a good practice, largely as a conveyancer, and we believe was acting counsel for the Treasury in conveyancing matters. He continued in practice, with few signs of age, until the Long Vacation, retaining his chambers in the unfashionable region of Chancery-lane. He was a bencher of the Middle Temple, and, if he had lived, would have been treasurer of that inn in succession to Mr. Justice Bigham. He had the reputation of being an excellent lawyer, and his sedate geniality rendered him very popular with his brethren.

Legal News.

General.

Lord Loreburn, who is paying a short visit to Canada, has been, says the *Times*, spending four days at Niagara Falls. He then goes for a trip down the St. Lawrence to Quebec, and starts for home on Friday (yesterday).

At the meeting of the Court of Aldermen, on Tuesday, at the Guildhall, London, Sir Whittaker Ellis tendered the good wishes of the Court to Sir Homewood Crawford, the City Solicitor, on his recovery from his recent illness, which had necessitated his absence from his duties for six months.

It is stated that after forty-five years of office, Mr. T. F. Allison, solicitor, of Louth, has announced his resignation of the post of town clerk of Louth. It is added that Mr. Allison, who is seventy-eight years of age, is one of the most prominent men in Louth, and was for fifty-one years' secretary to the local gas company.

Mr. Justice Grantham has fixed the following commission days for the Autumn Assizes on the South-Eastern Circuit:—Cambridge, Saturday, the 12th of October; Bury St. Edmunds, Thursday, the 17th of October; Norwich, Tuesday, the 22nd of October; Chelmsford, Tuesday, the 29th of October; Hertford, Monday, the 4th of November; Lewes, Friday, the 8th of November; Maidstone, Saturday, the 16th of November; Guildford, Tuesday, the 26th of November.

At a recent meeting of the London County Council Mr. Walter Reynolds asked the chairman of the General Purposes Committee whether it was true that since January 1899 the sum of £8,645 had been paid by the council to the Land Registry for *ad valorem* fees in connection with the council's purchase of property in London, and whether he would institute an inquiry into the effect of the Registry Act, 1897, to discover whether any benefit, financial or legal, had resulted from the expenditure. The Chairman, in his reply, stated that his committee was at that moment inquiring into the whole subject of the Land Registry.

Curious evidence was, says the *Daily Chronicle*, given in the trial at Cologne of a number of people accused of bribing warders and other officials of the city gaol. It was asserted that as soon as a well-dressed prisoner appeared in the prison, he was beset with attentions from the warders, all eager for his patronage. Their object was to act as middlemen between him and his relatives. They would convey letters, money, food, etc., and for these services they received their reward from the relatives of the prisoners. They placed food and letters in their boots or under the mattress, but it was in money matters that they developed those practices which finally got them into trouble. The money given to them for the prisoners found its way, not to those for whom it was intended, but into the warders' pockets.

Among the anecdotes of Lord Brampton recorded by the newspapers on the occasion of his birthday are the following:—When a bomb was exploded on the doorstep of the house of Mr. Reginald Brett in Tilney-street in 1894 it was always imagined that it was intended for the judge. But his imperturbable humour did not desert him. With a twinkle in his eye, he said to his friend, "It's no use, my dear Brett, their attempting to intimidate me by blowing up you."—At the Old Bailey a policeman, giving evidence against a prisoner before Sir Henry Hawkins, was asked what the arrested man said when charged. The constable whipped out a pocket-book and read without a smile:

"Prisoner said when charged, 'God grant I be not tried before 'Awnks, or he will bring down my hairs in sorrow to the grave.'" Even the judge laughed.

Among the few agreeable facts to be gathered from the latest Bankruptcy Returns is, says a writer in the *Globe*, a decline in the number of bankruptcies in the legal profession. Twenty-nine solicitors failed in 1906. That, it is true, is only two less than in 1905, but the number was forty-two in 1904, fifty-two in 1903, and forty-three in 1902. Not very much satisfaction is to be derived from the fact that the number of bankrupt solicitors in 1906 was two less than in 1905, for there was an increase of nearly £28,000 in the liabilities. Solicitors may, of course, find some grains of comfort in the bankruptcy statistics relating to other professions. Here is a selection from the table showing the total number of failures in 1906 in the principal callings: Auctioneers, house and estate agents, 59; doctors, surgeons, etc., 31; solicitors, 29; architects and surveyors, 21; accountants, 20.

A claim for damages against a railroad company is, says the *American Scrap Book*, so often a licence for exorbitant charges that a simple bill, such as was received by an American railroad company many years ago is refreshing. It ran as follows:

The ——— and ——— Railroad Company,	
To John Smith,	Dr.
July 19, 1837—To running your Locomotive into my wife;	
as per Doctor's bill for curing her	\$10.00
To smashing band-box and spilling her hat	3.87
To upsetting my deer born (wagon) and breaking it	35.00
To hurting me	5.00

\$53.87

There is authority for stating that the claim was paid immediately.

Ninety years ago to-day (Saturday last), says the *Evening Standard*, was born Henry Hawkins, whom we now know as Lord Brampton, and who, after twenty-two years' service on the bench, retired eight years ago to a peerage and the quiet home life he so richly earned. Although for many years he was a regular attendant at the judicial sittings of the House of Lords, his familiar figure has not been seen in that assembly for some time past, and he has necessarily given up his active interest in racing and first nights at the theatre. His reminiscences, which he published a few years ago, are full of interesting stories and recollections. One of these, however, does not appear there, and runs to the effect that the late Sir James FitzJames Stephen asked him once in the early days of his success at the bar: "Hawkins, what makes you persist in behaving in court like a third-rate actor?" The answer came promptly: "Because, my dear boy, I do it so devilish well."

At the Central Criminal Court, on the 13th inst., James Emmett Robson, solicitor, was indicted for converting to his own use and benefit £300, £350, £310, and £550, which he had received on account of clients. He pleaded "Not guilty." The prisoner was, says the *Times*, admitted a solicitor in 1872, and practised in London. On the 11th of February last a receiving order was made against him, and on the 18th of February he was adjudicated bankrupt. He filed a statement of affairs showing liabilities amounting to about £16,000 and assets which were estimated to produce £4,000. The assets had, however, only realized £90 in the aggregate. An analysis of the accounts showed that of the liabilities £6,400 represented money due to clients. In opening the case, counsel for the prosecution said that for some time before February, 1907, the prisoner had been in financial difficulty, and apparently had not been solvent for a considerable period. Nevertheless he continued to carry on business, and was receiving money from clients for the purpose of placing it out on mortgage or investing it on other good security. The first count in the indictment related to a sum of £300. In 1903 the executors under the will of Mrs. Miriam Coulthurst handed the prisoner that sum for the purpose of being invested on mortgage or on other reliable security; and he gave a receipt for the amount, stating that it would be invested on mortgage at 5 per cent. interest. From time to time the executors requested him to show them the security upon which the £300 had been invested, but it was not forthcoming. The prisoner wrote stating that it was lent on the deposit of a deed of ample value. The interest was regularly paid down to August, 1905. Eventually the executors consulted another firm of solicitors in order to ascertain the whereabouts of the £300. A letter was sent to the prisoner making inquiries on the subject; and he replied that he had lent the money to a gentleman, and offered to become personally liable for the loan if that were acceptable. The matter was brought before the notice of the Law Society, and was investigated by a committee of that body. The prisoner was eventually struck off the rolls. Other charges were proved against him. The jury found the prisoner guilty. Sir Charles Mathews drew the learned judge's attention to three other instances in which it was alleged that there had been malversation by the prisoner of clients' money. In his examination in bankruptcy the prisoner admitted that he had speculated with money belonging to clients. Mr. Justice Bray, in passing sentence, said he could see no excuse whatever for the prisoner's conduct, and he must necessarily pass a heavy sentence upon him. The prisoner was a solicitor, and the fact that he was a solicitor of course gave confidence to the people who handed their money to him. A person holding that position, and thereby gaining people's confidence, must be punished more severely than an ordinary individual. He sentenced the prisoner to five years' penal servitude.

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, AND INTEREST IN POSSESSION.
Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 843) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £9,300:—

ABSOLUTE REVERSIONS:	
To £50,000	Sold 1,535
To £251 10s.	190
POLICIES OF ASSURANCE.	
For £2,000 and £2,000	3,175
For £2,000	8,550
INTEREST IN POSSESSION	
.....	650

Winding-up Notices.

London Gazette.—FRIDAY, SEPT. 13.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EASTWOODS TANNERY, LIMITED—Creditors are required, on or before Oct 12, to send their names and addresses, and the particulars of their debts or claims, to Frank Hebbel Wilson, jun., 10, Newhall st., Birmingham, liquidator.
GAS AND WATER WORKS SUPPLIES AND CONSTRUCTION CO., LIMITED—Petn for winding up, presented Sept 10, directed to be heard Oct 15. Cunliffe & Davenport, Chancery ln, for Dowling & Co., Bolton, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 14.
HARWOOD CARR & CO., LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Oliver Watts Hind, 14, Fletcher gate, Nottingham. Wells & Hind, solers for liquidator.
J. MITCHELL, LIMITED—Creditors are required, on or before Oct 14, to send their names and addresses, and the particulars of their debts or claims, to James Meering Johnson, 48, Dover st., Boxall & Boxall, Chancery ln, solers for liquidator.
JOHN MOFFATT, LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to John Gordon, 19, Bond st., Leeds, liquidator.
JOHN YOUNG & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required to send their names and addresses, and the particulars of their debts or claims, to the receiver of the company, 8, Bowkers row, Bolton. Richardson & Co., Bolton, solers for receiver and manager.
KLERKSDORF GOLD MINES, LIMITED (IN LIQUIDATION)—Creditors are required, as regards creditors in Europe on or before Nov 2, and as regards creditors elsewhere on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Albert Henry Clark, 213, Mansion House chambers. Blackman, Gresham H-use, solers for liquidator.
NORTH EOTTE LAND CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to John Baker, Eldon st., House, Eldon st., liquidator.

London Gazette.—TUESDAY, SEPT. 17.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EXHIBIT AND TRADING CO., LIMITED—Petn for winding up, presented Sept 13, directed to be heard at the Court House, Government bldg., Victoria st., Liverpool, Oct 4. Collins & Co., Liverpool, for Boote & Co., Manchester, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 3.
GOLDEN VALLEY (MASHONALAND) MINES, LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Ashbury, Finsbury pmt House, liquidator.
HOTEL VICTORIA (NEW BRIGHTON), LIMITED—Petn for winding up, presented Sept 10, directed to be heard at the Court House, Government bldg., Victoria st., Liverpool, Oct 4. Martin, Liverpool, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 3.
KRIGHT, DAWSON, & CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 28, to send in their names and addresses, and the particulars of their debts or claims, to Maurice Jenks, 6, Old Jewry, liquidator.
LONDON MANUFACTURING CO., LIMITED—Creditors are required, on or before Oct 28, to send in their names and addresses, and the particulars of their debts or claims, to Frank C Harper, 37, Chancery ln, liquidator.
OLDHAM PATENT CLEARING CO., LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to James Standeven, 15, St Alban's st., Rochdale, liquidator.

Bankruptcy Notices.

London Gazette.—TUESDAY, SEPT. 10.
ADJUDICATIONS.

BALL, FRANCIS ROBERT, Loughborough, Grocer Leicester Pet Sept 5 Ord Sept 5
BEDDOES, WILLIAM CYRIL, Palmerston rd, Bowes Park, Commercial Traveller Edmonton Pet Sept 2 Ord Sept 5

BINGHAM, GEORGE, Beckingham, Nottingham, Labourer Lincoln Pet Sept 5 Ord Sept 5
BRADBURY, EDWARD, Pembroke st, Kensington High Court Pet Sept 5 Ord Sept 5
BURGESS, HARRY, Penzance, Newagent Tyuro Pet Sept 5 Ord Sept 5
CARLSON, WILLIAM AUGUSTUS, Regent st, Tailor's Assistant High Court Pet Aug 13 Ord Sept 7
CARTER, CHARLES STANHOPE, Herne Bay, Kent Canterbury Pet Sept 5 Ord Sept 5

CAVILL, WILLIAM, Llanidloes, Montgomery, Contractor Newtown Pet Sept 3 Ord Sept 6
CLEGG, JAMES, Brighton, Restaurant Proprietor Brighton Pet Aug 30 Ord Sept 5
DUELING, HENRY EDWARD WHITEHEAD, Chatham, Grocer Rochester Pet Sept 6 Ord Sept 6
DYSON, FREDOT, Sowerby Bridge, Yorks, Insurance Agent Halifax Pet Sept 7 Ord Sept 7
ELDERD, HENRY THOMAS, Rickmansworth, Builder St Albans Pet Aug 3 Ord Sept 4

ROSENHAUGH Tea Co., LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Percy Dewe Leake, 25, Abchurch ln. Stileman & Leake, Southampton st., Bloomsbury sq., solers for liquidator.
SOUTHAMPTON LIGHTERAGE AND DREDGING CO., LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Cartwright Cleary, 3, Devonshire sq., Bishopsgate st., liquidator.
WEST AFRICA MINERAL WATER MANUFACTURES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 7, to send their names and addresses, and the particulars of their debts or claims, to A J Clarke, 14, Queen Victoria st., liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, SEPT. 13.

ANKARD, GEORGE, Southend, Calford, Kent Oct 23 Sladen & Wing, Delchay st
ASHLEY, FLORENCE MARIE, B-dford st Oct 1 Ward & Co, Gracechurch st
ATHERTON, MARY, Manchester Oct 5 Heath & Sons, Manchester
BAXTER, EPOCH, Gateshead, Beer Retailer Oct 16 Mather & Dickinson, Newcastle upon Tyne
BAYLIS, PHILIP, Dean Forest, Glos Oct 16 Chapple, Gresham st
BRANDRETT, HENRY, Altrincham, Chester, Music Seller Oct 31 Digges & Ogden, Manchester
CARTER or MITCHELL, MARY MATILDA, Glasgow Oct 7 Maxsted & Co, Lancaster
CASTLE, WHIFFARD BAKER, Swansea Oct 30 James, Swansea
COLLIER, THOMAS VALENTINE, Fallowfield, Lancs, Coal Dealer Oct 5 Heath & Sons, Manchester
COLLINS, JOHN, Cardiff Oct 15 Bradley & Sons, Cardiff
CORFIELD, ELLIZA CHASE, Bath Oct 31 Chesterman, Bath
CRISP, GEORGE, Sunderland Oct 11 Graham & Co, Sunderland
DREW, THOMAS, Sydney rd, Hornsey Oct 25 Pearce & Sons, West Smithfield
HERFORD, LOUISA, Brighton, Devon Oct 26 Nelson & Co, Leeds
HINCKHAM, WILLIAM HENRY, Aswell Lytham, Lancs, Cotton Spinner Oct 15 W & J Cooper, Preston
HUME, WALTER, Lynton, Devon Oct 19 Francis & Crookenden, New sq, Lincoln's Inn
JOHNSON, ROBERT, Little Burstead, nr Billerica, Essex Oct 31 Ratcliff & Son, Lime st
KINGHLEY, CANILLA, Blackpool Sept 26 Butcher, Blackpool
KEY, SUBANNAH, Southminster Oct 15 Crick & Freeman, Maldon, Essex
KING, The Rev Canon JOHN RICHARD, Oxford Oct 10 Pascock & Goddard, South sq, Gray's Inn
LANDA, MARY ANN, Brighton Sept 29 Cushman & Clifton, Brighton
LEVICK, MARGARET ELIZABETH, Wallington Oct 9 Wansley & Co, Moorgate st
LIDBERT, RICHARD THOMAS, Liskeard, Cornwall, Schoolmaster Oct 31 Blatchford, Stratton, North Cornwall
MANN, EMILY VANDEPUT, Gt Missenden, Bucks Oct 10 Kerby, Adam st, Adelphi
MEEKS, JAMES, Maidenhead Oct 13 Stubbins, Maidenhead
MITCHELL, THOMAS, Goochrow, Redruth, Cornwall Sept 29 Rose, Redruth
MOORE, CURINGHAM WILSON, Bloomfontein, Orange River Colony Dec 11 Crawley & Co, Arlington st, St James's
NOTT, ALFRED HENRY, Cheltenham, Coal Merchant Oct 31 Rickerby, Cheltenham
PARKS, GEORGE, Lambley, Notts, Gardener Oct 14 Acken & Marriott, Nottingham
PERKIN, Sir WILLIAM HENRY, Sudbury Oct 30 Edell & Gordon, King st, Chesham
PORTER, JUDITH, Cardiff Sept 30 John, Cardiff
PRESTON, GEORGINA, Eddes, Lancs Oct 14 Preston & Smith, Manchester
RESTALLACK, ERNEST, Guildford, Farmer Oct 13 Hancock, Tyuro
ROBE, WILLIAM MICHAEL, Nottingham, Grocer Oct 13 Wells & Hind, Nottingham
SAGE, EMMA, Walsworths Oct 23 Duffield & Co, Broad st
SHEPHERD, ELIZABETH, Watford Oct 21 Sedgewick & Co, Watford
SHULTON, JOHN OMARON, Devizes Sept 29 Smith, Devizes
SOLOMONS, PHILIP, Northumberland mans, Baker st Oct 31 Coburn & Co, Leadenhall st
SQUIRE, JOHN FOLDS, West Bridgford, Notts, Frilling Manufacturer Oct 13 Wells & Hind, Nottingham
WALKER, ANN, Leeds Oct 15 Pulleyne, Leeds
WALKER, ELIZABETH, Leeds Oct 15 Pulleyne, Leeds
WALKER, JAMES, Bradford Oct 31 Atkinson, Bradford
WALTERS, FREDERICK, Woking, Surrey, Merchant Oct 4 Freshfield, Old Jewry
WELCHMAN, ELLER, Newbold on Stour, Worcester Sept 28 Hancock & Co, Shipston on Stour
WILLIS, RICHARD, Horrabridge, Devon Nov 11 Wilson, Plymouth
WILSON, ALFRED, Nottingham Oct 13 Wells & Hind, Nottingham

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1801.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

GARREY, ALBERT, Bargood, Glam, Mason Merthyr Tydfil Pet Sept 5 Ord Sept 5
 HALL, ERNEST WILLIAM, Quinton, Worcester, Builder Stourbridge Pet Aug 31 Ord Aug 31
 HAWKINS, JOHN, Burnham on Crouch, Essex, Oyster Merchant Chelmsford Pet July 19 Ord Sept 5
 HAWKINS, WILLIAM, St Mary Church, Devon, Wheelwright Exeter Pet Sept 5 Ord Sept 5
 HUMPHRIES, CHARLES, Bury St, St Mary Axe, Packing Case Maker High Court Pet Sept 6 Ord Sept 6
 JONATHAN, OSCAR HENRICH ADOLF, Manchester, Mill Furnisher Manchester Pet Aug 10 Ord Sept 6
 JONES, EVANS, Llanelli, Grocer Carmarthen Pet Sept 3 Ord Sept 3
 JONES, JOHN, Portmadoc, Blacksmith Portmadoc Sept 7 Ord Sept 7
 KOSKIER, NATHAN, Chrisph, Poplar, Draper High Court Pet Aug 15 Ord Sept 7
 MATSON, ANDREW, Stockton on Tees, Electrical Engineer Stockton on Tees Pet Sept 4 Ord Sept 4
 MEDINA, EDWARD HERBERT, Fulham, Furniture Dealer High Court Pet July 31 Ord Sept 4
 NEWBY, ALBERT, Knarborough, Market Gardener York Pet Sept 5 Ord Sept 5
 NICHOLS, ABRAHAM, Peterborough, Plumber Peterborough Pet Sept 5 Ord Sept 5
 PADWICK, WILLIAM GUY, Mottingham, Kent, Chemist Greenwich Pet Aug 27 Ord Sept 6
 PAYNE, W. and C. A. EDWARDS, Brighton, Dairyman Brighton Pet July 31 Ord Sept 6
 PTE, FREDERICK WALTER, Norwich, Builder Norwich Pet Sept 6 Ord Sept 6
 RICHARDS, WILLIAM, Cardiff, Coal Merchant Cardiff Pet Sept 5 Ord Sept 5
 SAGE, CHARLES EDWARD, Kennington Park rd, Teacher of Pharmacy High Court Pet Sept 7 Ord Sept 7
 SHUFFLEBOTTOM, EYE, Manchester Manchester Pet Sept 3 Ord Sept 6
 SLACK, WILLIAM, Buxton, Tailor Stockport Pet Sept 6 Ord Sept 6
 TIVY, ARTHUR, and LEONARD TIVY, Melbourne, Derby, Wheelwrights Derby Pet Sept 7 Ord Sept 7
 UNDERWOOD, BENJAMIN, Tottenham, Boot Maker Edmonton Pet Sept 2 Ord Sept 5
 WEAVER, HENRY EDWARD WILLIAM, Inland Revenue Department, Somerset House, Civil Servant High Court Pet July 25 Ord Sept 4
 WICKERDEN, EDWARD JAMES, Clarence rd, Wood Green, Accountant Edmonton Pet Sept 2 Ord Sept 5

ADJUDICATION ANNULLED.

SUTHERS, FRANK, Audenshaw, Lancs, Hay Dealer Ashton under Lyne Adjud April 24 Annul Sept 13
London Gazette.—FRIDAY, Sept. 13.

RECEIVING ORDERS.

ARSON, HENRY, and HERBERT ARSON, Monowden, Suffolk, Wheelwrights Ipswich Pet Sept 10 Ord Sept 10
 ASTRONOT, SIDNEY W, Prescott, Lancs, Company Promoter Liverpool Pet Aug 31 Ord Sept 10
 BADDELEY, ALFRED ANTHONY, King's Heath, Worcester, Stationer Birmingham Pet Sept 10 Ord Sept 10
 BAGSHAW, WALTER, Northfleet, Kent, Plumber Rochester Pet Sept 11 Ord Sept 11
 BETTLELLI, V. Old st, Marble Manufacturer High Court Pet Aug 9 Ord Sept 9
 BRYNOR, RICHARD, Manorbier, Pembroke, Farmer Pembroke Dock Pet Sept 11 Ord Sept 11
 CROOK, WILLIAM, Preston, Journeyman Blacksmith Preston Pet Sept 9 Ord Sept 9
 CRUMP, GEORGE, Coppice Gate, nr Bewdley, Worcester, Timber Hauler Kidderminster Pet Sept 10 Ord Sept 10
 DEWHIRST, RICHARD, Blackpool, Baker and Confectioner Preston Pet Sept 11 Ord Sept 11
 EARP, JOHN WILFRED, King's Newton, Derby Derby Pet Sept 10 Ord Sept 10
 EDWARDS, EUGENE, Kingston upon Hull Kingston upon Hull Pet Aug 27 Ord Sept 11
 HAIGH, BLANCHER, Hartgate, Dressmaker York Pet Sept 10 Ord Sept 10
 HAYNES, CHARLES THOMAS, Rugby, Warwick, Tailor Coventry Pet Sept 10 Ord Sept 10
 JONES, DAVID, Pengenford, nr Talgarth, Brecon, Farmer Merthyr Tydfil Pet Sept 10 Ord Sept 10
 JORDAN, THOMAS HENRY, and HENRY ADAMSON, Stockton on Tees, Painters Stockton on Tees Pet Sept 7 Ord Sept 7
 LAWRENCE, MARY ANNE, Erdington, Warwick, Druggist Birmingham Pet Sept 9 Ord Sept 9
 LIVERPOOL PRODUCE CO, Liverpool, Produce Importers Liverpool Pet Aug 20 Ord Sept 9
 MANN, ISAAC, Sandborough Farm, nr Andoversford, Sevenhampton, Glos, Farmer Cheltenham Pet Sept 10 Ord Sept 10
 MARSHALL, JOHN THOMAS, Drives, Solicitor Bath Pet Aug 29 Ord Sept 9
 NICHOLS, RICHARD JONATHAN, Peterborough, Builder Peterborough Pet Sept 5 Ord Sept 11
 PERRETT, WILLIAM, Penarth, Glam, Collier Aberdare Pet Sept 10 Ord Sept 10
 PETER, CARL GUSTAF THODOR, Sunderland, Coal Exporter Sunderland Pet Sept 7 Ord Sept 7
 POOLE, ALFRED ERNEST EDWARD CLAY, Morecambe, Tobaccoist Preston Pet Sept 10 Ord Sept 10
 POWER, JOHN FLAYAR, Hyde Park gate, Company Promoter High Court Pet July 4 Ord Sept 11
 ROSE, ROBERT, and HORACE JOHN WOOLFOUGH, Ipswich, Builders Ipswich Pet Sept 11 Ord Sept 11
 ROBERTSON, WILLIAM, Bedford, Cab Proprietor Bedford Pet Sept 9 Ord Sept 9
 REDDICK, THOMAS SIMON, Redcar, Yorks, Grocer Middlesbrough Pet Sept 11 Ord Sept 11
 ROBERTSON, THOMAS WESTALL, Upton Snodsbury, Worcester, Innkeeper Worcester Pet Aug 25 Ord Sept 7
 SIMON, ROBERT, Brick et Temple, Barrister at Law High Court Pet July 17 Ord Sept 9
 SOULEY, C. ERNEST, Mowall Hill, Physician High Court Pet July 1 Ord Aug 8
 STRICKLAND, THOMAS, Lyth, Westmorland, Farmer Kendal Pet Sept 9 Ord Sept 9

THOMAS, R J C, Bream, nr Lydney, Glos, Clothier Newport, Mon Pet Aug 15 Ord Sept 9
 TOMLINSON, RICHARD WILLIAM, Worcester, House Decorator Worcester Pet Sept 7 Ord Sept 7
 VAILE, REGINALD, Whitehall et, Westminster High Court Pet May 15 Ord Sept 9
 VODREY, WILLIAM, Tunstall, Staffs, Bookseller Hanley Pet Sept 11 Ord Sept 11
 WILLS, NORMAN, Penferick Farm, Budock, Cornwall, Farmer Truro Pet Aug 26 Ord Sept 11
 WILSON, ROBERT OLIVIER, Bootle, nr Liverpool, Grocer Liverpool Pet Aug 27 Ord Sept 11
 WOLSTENHOLME, WILLIAM, Lincoln Lincoln Pet Sept 7 Ord Sept 7
 WRIGHT, CHARLES, Leicester, Builder Leicester Pet Sept 9 Ord Sept 9

FIRST MEETINGS.

BAGSHAW, WALTER, Northfleet, Kent, Plumber Sept 23 at 12 115 High st, Rochester
 BETTLELLI, V. Old st, Marble Manufacturer Sept 24 at 11 Bankruptcy bldgs, Carey st
 BIRCHAM GEORGE, Beckingham, Notts, Labourer Sept 24 at 11.30 Off Rec, 31, Silver st, Lincoln
 BURGESS, HARRY, Penzance, Newmarket Sept 23 at 15 Off Rec, Boscawen st, Truro
 CROOK, WILLIAM, Preston, Lancs, Blacksmith Sept 23 at 3 Off Rec, 14, Chapel st, Preston
 DENNIS, ARTHUR MARIA, Sandgate, Kent, Tobaccoist Sept 26 at 2.15 Off Rec, 654, Castle st, Canterbury
 DENNIS, HENRY, Eastbourne, Grocer Oct 1 at 3 County Court Office, Seaside rd, Eastbourne
 DURLING, HENRY EDWARD WHITEHEAD, Chatham, Grocer Sept 23 at 11.30 115, High st, Rochester
 HAIGH, BLANCHER, Hartgate, Dressmaker Sept 23 at 2.30 Off Rec, The Red House, Duncombe pl, York
 HALL, ERNEST WILLIAM, Quinton, Worcester, Builder Sept 23 at 11 Off Rec, 199, Wolvhampton st, Dudley
 HOLLOWAY, JOHN ROBERT, Melcombe Regis, Dorset, Butcher Sept 24 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
 HOOKS, WILLIAM JAMES, London rd, Southwark, Architectural Engineer Sept 23 at 12 Bankruptcy bldgs, Carey st
 JENKINSON, ALBERT ELIJAH, Hastings, Stationer Sept 23 at 12 Bankruptcy bldgs, Carey st
 JONES, EVANS, Llanelli, Carmarthen, Grocer Sept 21 at 11.30 Off Rec, 4, Queen st, Carmarthen
 LUMLEY, CHARLES, East Retford, Notts, Painter Sept 24 at 18 Off Rec, 31, Silver st, Lincoln
 LUXTON, WILLIAM HENRY COLLINS, Southsea, Hants, Cattle Dealer Sept 23 at 4 Off Rec, Cambridge junc, High st, Portsmouth
 MACDONALD, DR KENNETH D'ARNOY, Burgess Hill, Sussex Sept 23 at 12 Bankruptcy bldgs, Carey st
 MARSHALL, THOMAS, Walsall, Manufacturer Sept 23 at 11.30 Off Rec, Wolvehampton
 MATSON, ANDREW, Stockton on Tees, Electrical Engineer Sept 24 at 11 Off Rec, 8, Albert rd, Middlesbrough
 MOULDING, WILLIAM HENRY, Chobham, Surrey, Butcher Sept 23 at 11.30 182, York rd, Westminster Bridge
 PTE, FREDERICK WALTER, Norwich, Builder Sept 23 at 12.30 Off Rec, 8, King st, Norwich
 RAINE, JOHN THOMAS, Sparkhill, Yardley, Worcester, School Attendance Officer Sept 24 at 11.30 191, Corporation st, Birmingham
 RICHARDS, WILLIAM, Cardiff, Coal Merchant Sept 23 at 3 Off Rec, St Mary st, Cardiff
 ROSE, ROBERT, and HORACE JOHN WOOLFOUGH, Ipswich, Builders Sept 24 at 2.15 30, Princes st, Ipswich
 SAGE, CHARLES EDWARD, Kennington pk rd, Teacher of Pharmacy Sept 24 at 11 Bankruptcy bldgs, Carey st
 SIMNETT, ALFRED, Backing Hey, Liverpool, Stockbroker Sept 24 at 12 Off Rec, 35, Victoria st, Liverpool
 SIMPSON, ROBERT, Brick et Temple, Barrister at Law Sept 25 at 12 Bankruptcy bldgs, Carey st
 VAILE, REGINALD, Whitehall et Sept 25 at 11 Bankruptcy bldgs, Carey st
 WOLSTENHOLME, WILLIAM, Lincoln, Mineral Water Manufacturer's Manager Sept 24 at 12.30 Off Rec, 31, Silver st, Lincoln
 WOOLFALL, JAMES, Lillip, Oxford, Schoolmaster Sept 21 at 12 Off Rec, 1, St Aldate st, Oxford

ADJUDICATIONS.

ARSON, HENRY, and HERBERT ARSON, Monowden, Suffolk, Wheelwrights Ipswich Pet Sept 10 Ord Sept 10
 BADDELEY, ALFRED ANTHONY, King's Heath, Worcester, Stationer Birmingham Pet Sept 10 Ord Sept 10
 BAGSHAW, WALTER, Northfleet, Kent, Plumber Rochester Pet Sept 11 Ord Sept 11
 BRYNOR, RICHARD, Manorbier, Pembroke, Labourer Pembroke Dock Pet Sept 11 Ord Sept 11
 CROOK, WILLIAM, Preston, Blacksmith Preston Pet Sept 9 Ord Sept 9
 CRUMP, GEORGE, Coppice Gate, nr Bewdley, Worcester, Timber Hauler Kidderminster Pet Sept 10 Ord Sept 10
 DENNIS, HENRY, Eastbourne, Grocer Eastbourne Pet Sept 6 Ord Sept 11
 DEWHIRST, RICHARD, Blackpool, Baker Preston Pet Sept 11 Ord Sept 11
 EARP, JOHN WILFRED, King's Newton, Derby Derby Pet Sept 10 Ord Sept 10
 EDWARDS, EUGENE, Kingston upon Hull Kingston upon Hull Pet Aug 27 Ord Sept 11
 GAMBLE, SARAH, Melton Mowbray, Leicester, Ironmonger Leicester Pet Aug 14 Ord Sept 9
 GOODMAN, D, Banbury et, Spitalfields High Court Pet July 12 Ord Sept 9
 HAIGH, BLANCHER, Hartgate, Dressmaker York Pet Sept 10 Ord Sept 10
 HAYNES, CHARLES THOMAS, Rugby, Warwick, General Dealer Coventry Pet Sept 10 Ord Sept 10
 JENKINSON, ALBERT ELIJAH, Hastings, Stationer Hastings Pet Aug 23 Ord Sept 9
 JONES, DAVID, Pengenford, nr Talgarth, Farmer Merthyr Tydfil Pet Sept 10 Ord Sept 10
 JORDAN, THOMAS HENRY, and HENRY ADAMSON, Stockton on Tees, Painters Stockton on Tees Pet Sept 7 Ord Sept 7
 KNITS, WOOD, Commercial rd East, Furniture Dealer High Court Pet Aug 23 Ord Sept 11

LAWRENCE, MARY ANNE, Erdington, Warwick, Druggist Birmingham Pet Sept 9 Ord Sept 9
 LAURENCE, HENRY, Wardour et, Solicitor High Court Pet July 4 Ord Sept 9
 LUXTON, WILLIAM HENRY COLLINS, Southsea, Hants, Cattle Dealer Portsmouth Pet Sept 5 Ord Sept 9
 MANN, ISAAC, Sandborough Farm, nr Andoversford, Sevenhampton, Glos, Farmer Cheltenham Pet Sept 10 Ord Sept 10
 MARSHALL, THOMAS, Walsall, Manufacturer Walsall Pet Aug 29 Ord Sept 9
 MARTIN, WILLIAM JAMES, Fawc Park rd, Putney, Slate Merchant Wandsworth Pet Aug 7 Ord Sept 10
 MOULDING, WILLIAM HENRY, Chobham, Surrey, Butcher Kingston, Surrey Pet Sept 6 Ord Sept 11
 NICHOLS, RICHARD JONATHAN, Peterborough, Builder Peterborough Pet Sept 5 Ord Sept 11
 PERRETT, WILLIAM, Penarth, Glam, Collier Aberdare Pet Sept 10 Ord Sept 10
 PETER, CARL GUSTAF THODOR, Sunderland, Coal Exporter Sunderland Pet Sept 7 Ord Sept 7
 POOLE, ALFRED ERNEST EDWARD CLAY, Morecambe, Tobaccoist Preston Pet Sept 10 Ord Sept 10
 ROHAIN, JONAS ANTOINE, East rd, Hoxton, Manufacturer High Court Pet July 31 Ord Sept 6
 ROBERTSON, WILLIAM, Bedford, Cab Proprietor Bedford Pet Sept 9 Ord Sept 9
 REDDICK, THOMAS SIMON, Redcar, Yorks, Grocer Middlesbrough Pet Sept 11 Ord Sept 11
 STRICKLAND, THOMAS, Lyth, Westmorland, Farmer Kendal Pet Sept 9 Ord Sept 9
 TAYLOR, EDWIN, Sudbourne rd, Brixton hill, Lather High Court Pet Aug 9 Ord Sept 10
 THOMAS, R J C, Bream, nr Lydney, Glos, Outfitter Newport, Mon Pet Aug 15 Ord Sept 10
 TOMLINSON, RICHARD WILLIAM, Worcester, House Decorator Worcester Pet Sept 7 Ord Sept 7
 VODREY, WILLIAM, Tunstall, Bookseller Hanley Pet Sept 11 Ord Sept 11
 WOLSTENHOLME, WILLIAM, Lincoln Lincoln Pet Sept 7 Ord Sept 7

Amended notice substituted for that published in the London Gazette of Aug 20:
 MILLER, JOHN ROBERT, Nettle, Birmingham, Potato Merchant Birmingham Pet Aug 15 Ord Aug 17
 Amended notice substituted for that published in the London Gazette of Sept 8:
 STANHOPE, JOSEPH ROBERT HENRY, Stourport, Worcester, Builder Kidderminster Pet Aug 30 Ord Aug 30
London Gazette.—TUESDAY, Sept. 17.

RECEIVING ORDERS.

BRASLEY, WILLIAM BARHAM, Southsea, Jeweller Portsmouth Pet Sept 13 Ord Sept 13
 BRIDGES, DAVID, Nottingham, General Dealer Nottingham Pet Sept 11 Ord Sept 11
 BULLBOUGH, HAWLEY & Co, Acre in, Brixton, Furniture Dealer High Court Pet Aug 30 Ord Sept 14
 BOBBELL, RICHARD GEORGE, Leeds Leeds Pet Sept 13 Ord Sept 13
 CLEAR, WALTER JOHN, King's rd, Chelsea, Choicemonger High Court Pet Sept 13 Ord Sept 13
 COHNE, JACOB BENJAMIN, Leeds Leeds Pet Sept 11 Ord Sept 11
 COLLIER, JOHN HENRY, Brooklands, Cheshire Manchester Pet Sept 13 Ord Sept 13
 EDWARDS, JOHN MUNRO, Swanses, Monumental Stone Cutter Aberystwyth Pet Sept 13 Ord Sept 13
 GEE, WILLIAM NASE, Ferryhill Village, Durham, Boot Dealer Durham Pet Sept 2 Ord Sept 13
 HAZELDINE, SAMUEL, Cheselbourn, Cheshire, Joiner Stockport Pet Sept 14 Ord Sept 14
 HEAD, ALFRED GEORGE, Bournemouth Poole Pet Sept 14 Ord Sept 14
 HERBERT, WILLIAM, Aberdare, Glam, Collier Pontypridd Pet Sept 12 Ord Sept 12
 HIBBERT, WALTER, Newtown, Bedford Lincoln Pet Aug 15 Ord Sept 13
 HUGHES, OWEN JOHN, Llanelli, Quarryman Bangor Pet Sept 12 Ord Sept 13
 HUNT, HERBERT GEORGE, Stoke Newington, Chemist Edmonton Pet July 25 Ord Sept 13
 JONES, FRED, Upper Edmonton, Contractor Edmonton Pet Aug 9 Ord Sept 13
 JONES, RICHARD OWEN, Liverpool, Builder Liverpool Pet Aug 29 Ord Sept 13
 LOVETT, WILLIAM, Chiswick Brentford Pet Sept 13 Ord Sept 13
 LUBBOCK, JOHN C, Marylebone rd, Moneylender High Court Pet Aug 13 Ord Aug 30
 MILLER, MARY, Leeds Leeds Pet Sept 13 Ord Sept 13
 MILWARD, GEORGE HENRY, Middle Mayfield, Stafford, Joiner Burton on Trent Pet Sept 12 Ord Sept 13
 MITCHELL, FRANK, Chesham, Hoxton, Estate Agent High Court Pet Aug 21 Ord Sept 11
 PURDY, ALFRED JAMES, and WILFRED LAWRENCE PURDY, Bath, Stock Brokers Bath Pet Sept 13 Ord Sept 13
 PURVIS, ROBERT, Whitburn, Durham, Builder Newcastle on Tyne Pet Sept 13 Ord Sept 13
 REYNOLDS, CHARLES JOHN, Felgates, Devon, Bus Driver Plymouth Pet Sept 14 Ord Sept 14
 SPOON, WILLIAM, Bolton, Painter Bolton Pet Sept 13 Ord Sept 13
 SHOPARD, EMELINE ELLEN, Lynton, Devon Barnstaple Pet Sept 12 Ord Sept 13
 SILVERBLATT, JOSEPH, Poplar, Draper High Court Pet Aug 29 Ord Sept 13
 SINGER, CHARLES ALBERT, Leeds, Tea Merchant Leeds Pet Sept 13 Ord Sept 13
 THREADGOLD, JOSEPH CHARLES, Raiton rd, Heme Hill Fishmonger High Court Pet Sept 13 Ord Sept 13
 WELBY, DAVID, Cradley Heath, Staffs, Tailor Dudley Pet Sept 13 Ord Sept 13
 WHEELER, ARTHUR HOWARD, Shanklin, I of W, Post Butcher Newport Pet Sept 12 Ord Sept 12
 WHITE, HAROLD JOHN, Clacton on Sea Colchester Pet Aug 8 Ord Sept 13
 WHITFIELD, FRANK JAMES, Warrington, Licensed Victualler Warrington Pet Sept 2 Ord Sept 13
 WOODHEAD, RACHEL, Wyke Bradford Bradford Pet Sept 13 Ord Sept 12

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